

STATE OF MINNESOTA
COUNTY OF HENNEPIN

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BY *[Signature]*
HENNEPIN CO. DISTRICT COURT ADMINISTRATOR

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

In Re Individual 35W Bridge Litigation

Master Order File No.: 27-CV-09-7519
Consortium Injury: 27-CV-09-16994
Consortium Wrongful Death: 27-CV-09-16920
Schwebel Personal Injury: 27-CV-09-7274
Schwebel Wrongful Death: 27-CV-09-28245
Subrogated Parties: 27-CV-09-19802
State of Minnesota Bond: 27-CV-09-19443
First Student: 27-CV-09-19561
Miscellaneous Contract / Damages: 27-CV-09-19445

ORDER APPROVING MEDIATED SETTLEMENT AGREEMENT & RELEASE

The above-entitled matters came before the undersigned Judge of District Court on October 5, 2010, pursuant to the request for approval of a settlement agreement between the Plaintiff groups and URS Corporation.

Based on the files and records herein, the Court makes the following:

IT IS HEREBY ORDERED THAT:

The Settlement Agreement between the Consortium Plaintiffs, Schwebel Plaintiffs, Subrogation Plaintiffs and URS Corporation, memorialized in the document titled "Mediated Settlement Agreement and Release" and attached as Exhibit A is hereby approved and subject to the payment of the consideration set out in said Agreement, the releases executed by counsel for the plaintiffs are binding and enforceable on each of the named plaintiffs.

Dated: 10-5-10

BY THE COURT:

[Signature: Deborah Hedlund]
Deborah Hedlund
Judge of District Court

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

In Re: I-35W Bridge Collapse Litigation Master Order File No.: 27 CV 09-7519
Judge Deborah Hedlund

MEDIATED SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is entered into on August 14, 2010, among the following Parties:

- "The Consortium Plaintiffs,"
- "The Schwebel Plaintiffs,"
- "The Subrogation Plaintiffs (including, without limitation, all interveners and First Student, Inc.)," and
- URS Corporation ("URS"),

The Consortium Plaintiffs, the Schwebel Plaintiffs and the Subrogation Plaintiffs are collectively referred to as the "Plaintiffs." The members of each plaintiffs group are identified in Exhibit A to the Order for Consolidation, which exhibit is also attached to and incorporated into this Agreement as Exhibit "1".

RECITALS

1. In 1962, the State of Minnesota (the "State") and Sverdrup & Parcel, the predecessor to Jacobs Engineering Group, Inc. ("Jacobs"), entered into a professional services' contract to design the Minnesota Bridge No. 9340 over the Mississippi River ("I-35W Bridge" or the "Bridge").
2. In 2003, the State and URS entered into three consulting services' contracts. The State extended the completion date for URS' work under the third contract to December 2007.
3. On August 1, 2007, the I-35W Bridge collapsed (the "I-35W Bridge Collapse."). The collapse resulted in numerous claims, including the following: (i) the Plaintiffs' claims against Progressive Contractors, Inc. ("PCT"), the construction contractor that was performing work on the Bridge when it collapsed, and URS for property damage, personal injuries and wrongful death; (ii) the State's claims against Jacobs and URS

for indemnity and negligence; (iii) PCI's and URS' third party claims against Jacobs for contribution and indemnity; and (iv) numerous other claims between the parties to the litigation for subrogation, breach of contract, contribution and indemnity. All of these claims are pending in Hennepin County District Court and are captioned as follows:

Consortium Injury Cases: 27 CV 09-16994
Consortium Death Cases: 27 CV 09-16920
Consortium Death & Injury Cases Involving PCI Employees: 27 CV 09-16939
Schwebel Firm Injury Cases: 27 CV 09-7274
Schwebel Firm Death Cases: 27 CV 08-28245
Subrogated Parties' Direct Action Cases: 27 CV 09-19802
State of Minnesota Bond Claim: 27CV 09-19443
First Student Direct Claim: 27 CV 09-19561
Miscellaneous Contract/Damages: 27 CV 09-1944

These cases are hereinafter referred to as the "Pending Actions."

4. The Plaintiffs settled their claims against PCI and the State, and the State settled its claims against URS prior to the date of this Agreement.
5. URS denied and continues to deny any liability for the various claims asserted by the Plaintiffs, but the Plaintiffs and URS desire to resolve and settle the Plaintiffs' claims to avoid the future expense and uncertainties of more than 120 trials. The Plaintiffs, URS, the State and Jacobs participated in a February 2010 mediation. The February mediation resulted in a settlement between the State and URS. On August 14, 2010, the remaining parties in the litigation (the Plaintiffs, URS, Jacobs and the State) participated in a Rule 16 settlement conference before the presiding judge and court appointed mediator. During the August 14 settlement conference, the Plaintiffs and URS settled the Plaintiffs' claims against URS. The State did not settle its claims against Jacobs, nor did URS settle its claims against Jacobs. The terms of the Plaintiffs' and URS' settlement are memorialized in this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the Plaintiffs and URS agree as follows:

I. CONSIDERATION.

A. **Payment by URS' Insurers.** URS' insurance carriers will deposit in the trust account of the law firm of mediator John M. Harens (the "MCH Trust Account") the sum of Fifty Two Million, Four Hundred Thousand dollars and no/100 cents (\$52,400,000.00) ("the Settlement Funds"). Pursuant to an agreement among the Plaintiffs, the Plaintiffs unilaterally determined to allocate the Settlement Funds as

follows: (i) Consortium Plaintiffs, \$40,954,677.39; (ii) Memorial Fund, \$1,500,000.00; (iii) Schwebel Plaintiffs, \$7,676,773.61; and (iv) Subrogation Plaintiffs, \$2,268,549.00.

B. **Timing of payment of the consideration.** If this Agreement is fully executed, URS' insurers will deposit the Settlement Funds in the MCH Trust Account by October 1, 2010. Any portion of the Settlement Funds not deposited by that date will bear interest at the simple rate per annum of ten percent (10%) until paid. If any portion of the Settlement Funds are not paid by October 14, 2010, the Plaintiffs may apply to the presiding judge in the Pending Actions, the Honorable Deborah Hedlund, for entry of judgment against URS for the amount of the unpaid Settlement Funds, plus accrued interest from and after October 1, 2010; provided, however, the Plaintiffs must give URS five days written notice that they intend to seek entry of judgment and the date of the hearing on said application. Written notice will be delivered personally to URS' counsel, Dorsey & Whitney LLP, 50 South Sixth Street, Suite 1500, Minneapolis, Minnesota, 55402.

II. **NO ADMISSION OF LIABILITY AND ADVICE OF COUNSEL.**

A. **No Admission of Liability.** The Parties recognize and agree this settlement is the compromise of disputed claims and the consideration extended by this Agreement is not intended nor should it be construed by anyone to be an admission of liability by URS or any of the Released Persons, liability at all times having been and continuing to be denied. This settlement is intended to avoid protracted litigation, and the costs, expenses and dislocation associated with more than 120 trials.

B. **Advice of Counsel.** The Plaintiffs and URS acknowledge the following:
(i) no promise or inducement for this settlement was made or offered except as set forth

in this Agreement, (ii) each party executes this Agreement without reliance upon representations or statements by any other party as to the nature and extent of the claims released in this Agreement or the possible consequences of this Agreement; and (iii) the Parties fully reviewed and discussed the consequences of this Agreement with legal counsel of their choice.

III. RELEASE OF URS BY THE PLAINTIFFS.

In consideration of the receipt of the Settlement Funds, which is comprised of cash and periodic payments further described in Section VII, and the attached "Addendum to Mediated Settlement Agreement and Release, the sufficiency of which is acknowledged, the Plaintiffs unconditionally release and forever discharge URS and its past, present and future owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliates, agents, attorneys, insurers, sureties, successors and assigns, and all other parties, persons or entities from any and all claims, actions, causes of action, suits, demands, rights and damages of any and all kinds or nature, whether past, present and future, whether known or unknown, whether potential or actual, whether extinguished by law and whether more extensive than presently known or anticipated, arising out of or related to the I-35W Bridge Collapse. All the persons or entities described above that are released by this Agreement are collectively referred to as the "Released Persons." All released claims are collectively referred to as the "Released Claims." The Released Claims shall include, without limitation, all damages, past, present and future, ripe or extinguished by repose, that arise out of the Released Claims, and shall also include, without limiting the generality of the foregoing the following:

1. Any and all of the Plaintiffs' claims against URS for (i) property damage; (ii) bodily injury or wrongful death damages; (iii) compensatory, consequential or punitive damages; (iv) costs or expenses; (v) derivative and subrogation claims arising out of Released Claims, including any payments made to date or payable in the future; (vi) attorneys' fees; and (vii) any other damage or compensation of any kind or nature, whether known or unknown, foreseen or unforeseen, and whether past, present or future, whether ripe or extinguished by repose, arising out of or in any way connected with the I-35W Bridge Collapse; and
2. Any and all claims that were or could have been made in the Pending Actions or any other action.

Notwithstanding anything herein, the plaintiffs do not release, compromise or modify any claim(s) for no-fault and/or workers' compensation benefits and this Agreement shall not operate to release, modify or compromise any such claims, except to the extent of any credit against the payment of future workers compensation benefits provide by statute or agreement of the parties. The Parties agree that the purpose, intent and legal effect of this Agreement is to extinguish the entire liability of URS and all other parties, persons or entities to the Plaintiffs arising out of or connected with the Released Claims or the I-35 Bridge Collapse.

The Parties recognize that a jury could have found URS liable, damages could have been in excess of the settlement amount, and URS could be paying more than its fair share of the Plaintiffs' damages that were caused by or arise out of the I-35W Bridge Collapse.

IV. DISMISSAL OF THE PLAINTIFFS' CLAIMS AND COURT APPROVAL.

Contemporaneous with the execution and delivery of this Agreement, the Parties will execute and deliver a Stipulation to Dismiss with Prejudice of the Plaintiffs' claims in the form attached as Exhibit "2" to this Agreement. The Stipulation to Dismiss with Prejudice the Plaintiffs' claims will dismiss all claims, counterclaims or cross claims among and between each other in the Pending Actions without costs, disbursements or attorneys' fees. The Stipulation to Dismiss with Prejudice will be held by MCH in trust and not released by MCH to URS' counsel, Dorsey & Whitney LLP, until this Agreement is executed by URS and the consideration described in paragraph I of this Agreement is fully paid. The parties agree that this Mediated Settlement Agreement and Release is subject to court approval and stipulate that the Court may enter its order approving this Agreement in the form attached here to as Exhibit "3".

V. PRESERVATION OF URS' CLAIMS AND PLAINTIFFS' COOPERATION.

The Parties agree URS' claims against Jacobs, including but not limited to existing third party claims for contribution, indemnity or other reimbursement from Jacobs, if any, are URS' exclusive property and are preserved to the fullest extent permitted by law and are not in any way diminished or released. To the extent, if any, required by law to preserve URS' claims against Jacobs, the Plaintiffs assign to URS all rights they had or might have had at any time against Jacobs. The Plaintiffs and their attorneys will provide reasonable cooperation to URS, URS' insurers and all attorneys representing URS and its insurers with prosecution of all claims by URS and its insurers against Jacobs. The Plaintiffs and Subrogation Plaintiffs agree to preserve all electronic

and paper documents and records relative to Plaintiffs' damages. These materials will not be disclosed or released to URS except upon Court order.

VI. **BINDING EFFECT.**

This Agreement is binding upon and enforceable against and inures to the benefit of the Parties and their heirs, successors, personal representatives and assigns. The Parties acknowledge this Agreement was the result of mediation negotiations conducted by John Harens (the "Mediator") and a Rule 16 settlement conference conducted by the Honorable Judge Deborah Hedlund. The Parties acknowledge that prior to negotiation of this Agreement they each received in writing the statutory mediation disclosures, including the following:

- That the mediator has no duty to protect their interests or provide them with information about their legal rights;
- That signing a settlement agreement may adversely affect their legal rights; and
- That they should consult an attorney before signing a settlement agreement if they are uncertain about their rights.

The Parties to this Agreement acknowledge they each read the Agreement, their respective attorneys explained the Agreement's terms and consequences to them, and the Agreement's terms and consequences are fully understood and voluntarily accepted. Further, the undersigned Plaintiffs' attorneys and their respective law firms represent and warrant they have the power and are authorized to bind their respective clients, including their minor clients, through their natural or, in the alternative, court appointed guardians, to this Agreement and to sign this Agreement on behalf of their respective clients, the individual Plaintiffs.

VII. DISCLOSURE PROHIBITION DEADLINE. The Parties agree they will not disclose this settlement or the terms of this Agreement prior to noon (Central Standard Time) on August 23, 2010.

VIII. ADDITIONAL PROVISIONS.

A. Allocation of proceeds. The Schwebel Plaintiffs, the Consortium Plaintiffs and the Subrogation Plaintiffs acknowledge and agree the consideration extended by URS is reasonable for the releases granted and other agreements made herein. The Plaintiffs will undertake to allocate the proceeds of the Settlement Funds solely as the Plaintiffs deem appropriate and failing an agreement on allocation will resort to other processes of their choosing to complete that allocation, none of which will include or involve the Released Persons. An agreement on the allocation of the Settlement Funds is not a condition precedent to the enforcement of this Agreement; it being understood and agreed that this Agreement is valid, enforceable and final notwithstanding whether an agreement is reached among the Plaintiffs as to the allocation of the Settlement Funds. The Plaintiffs agree among and between each other that (i) the sum agreed to be paid out of the Settlement Funds to the Subrogated Plaintiffs extinguishes all claims for benefits paid through August 14, 2010; (ii) the Subrogated Plaintiffs will receive a credit against the payment of future workers' compensation benefits calculated in the manner previously agreed to by the Plaintiffs; and (iii) Hennepin County District Court retains jurisdiction to resolve any dispute over the interpretation or implementation of the agreement between the Consortium and Schwebel Plaintiffs and the Subrogated Plaintiffs.

B. **Disparaging Remarks.** The Parties agree there will be no written or oral representations or statements made by any of the Parties or their attorneys or other representatives, including without limitation, those made anonymously, that shall, either directly disparage any other party (or the current or former employees, attorneys, or insurance representatives of any other party) in relation to this litigation or the subject matter of this litigation. The term 'disparage' shall have a common dictionary definition of any statement or representation which, directly or by implication, is intended to harm the reputation of any Party.

C. **Payment out of MCH Trust Account.** The mediator will cause the settlement funds in the MCH Trust Account to be paid to Plaintiffs counsel within 24 hours after the mediator receives written direction from the Plaintiffs' counsel, provided this Agreement is fully executed and approved by the Court.

D. **Structured Settlements.** Lexington Insurance Company will only fund a structured settlement if: (i) the plaintiff agrees to use Ms. Ann Marie VonBank of Ringler Associates as the structure broker; and (ii) the structure is placed with one of the five Lexington approved annuity companies. Lexington is not required to fund a structure that does not use any of these five annuity companies or does not use Ms. Ann Marie VonBank as a broker. The Plaintiffs further agree that if they elect to receive a structured settlement that plaintiff will give Ms. Ann Marie VonBank the opportunity to submit an annuity proposal. The plaintiff may choose anyone to co-broker with Ms. Ann Marie VonBank as long as that person is not with Ringler and is not a Lexington approved Broker. Any plaintiff who accepts a structured settlement funded by Lexington agrees to both the terms of this Mediated Settlement Agreement and Release as well as the attached

"Addendum to Mediated Settlement Agreement and Release", Exhibit "4." to this Agreement that specifies the cash and periodic payment terms of their structured settlement.

E. Full Compensation of the Plaintiffs. URS and the Plaintiffs acknowledge and agree the total sum received to date by the Plaintiffs from (i) the state statutory funds, (ii) the PCI settlement, and (iii) this settlement do not fully compensate the Plaintiffs for their damages arising out of the I-35W Bridge Collapse or even total the damage sum determined by the Special Master panel, which sum did not include the subrogated damages paid by or due from the Subrogated Plaintiffs. In addition, the court ruled and the State agreed it has no subrogation or other claim against the Settlement Funds.

F. Governing Law. This Agreement is governed by Minnesota law. Any future claim by or between any of the Parties will be brought in Hennepin County District Court before the Honorable Judge Deborah Hedlund.

G. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement, intended or otherwise.

H. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to enter into the Agreement.

I. Assignment. The Plaintiffs represent and warrant they own the claims they are releasing under this Agreement and have not assigned those claims.

J. Miscellaneous. The Parties warrant no promise or inducement was offered except as set forth in this Agreement.

K. Drafting. Each party acknowledges participation in this drafting Agreement. The Parties agree that should any dispute arise over the interpretation of this Agreement, the Agreement will be interpreted neutrally and any rule requiring interpretation against the party drafting various provisions of this Agreement shall not apply.

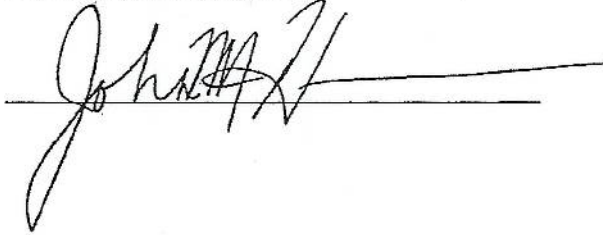
IX. ENTIRE AGREEMENT AND EXECUTION OF AGREEMENT.

The Parties understand and agree this document contains the entire agreement between the Plaintiffs and URS with respect to the settlement among them arising out of the I-35W Bridge Collapse. In the event that one or more provisions of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement shall remain in force. This Agreement may be executed in counterparts and counterparts will be as effective as if each party executed the Agreement at the same time and on a singular signature page. URS acknowledges this Agreement may be executed by counsel for the Plaintiffs based on representations by Plaintiffs' counsel to URS and the Court that the undersigned counsel have full authority to enter into this Agreement on behalf of their respective clients. This Agreement and the provisions of the release provided for in this Agreement are binding and enforceable on each of the named plaintiffs in the Pending Actions and without limiting the enforceability of this Agreement, the Plaintiffs' counsel agree that they will not disburse funds to or on behalf of a plaintiff until such time as Plaintiffs' counsel has obtained and supplied to URS an individually signed release from said plaintiff in the form attached hereto as Exhibit "5."

(THE BALANCE OF THIS PAGE WAS NOT USED)

John M. Harens, Mediator

Dated 9-24, 2010

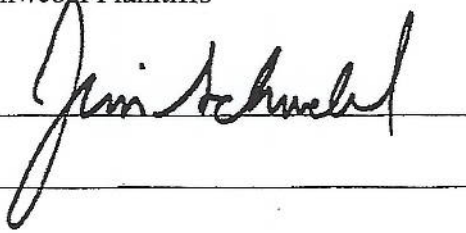
A handwritten signature in black ink, appearing to read "John M. Harens", is written over a horizontal line. The signature is stylized with a large, looped initial "J" and a long, sweeping horizontal stroke at the end.

The Schwebel Plaintiffs

Dated Sept 17, 2010

By

Its

A handwritten signature in cursive script, appearing to read "Jim Schwebel", is written over a horizontal line. The signature is fluid and extends slightly above and below the line.

The Consortium Plaintiffs

Dated Sept 23, 2010

By Philip Snell

Its Demetrios Co-Counsel

The Subrogation Plaintiffs

Dated 9/22, 2010

By

Its

Jeffrey Baill
Attorney

URS Corporation

Dated September 20, 2010

By 

Its Vice President